

EQUIPMENT INTERNATIONAL INC. 371 Grand-Bernier North, St-Jean-sur-Richelieu Quebec, Canada, J3B 4S2

WARRANTY

- 1. MAX-ATLAS MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO MERCHANT ABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IN THIS WARRANTY.
- 2. Max-Atlas's liability, under this WARRANTY, shall extend only to the original purchaser and shall be limited as follows: in the event that the structure proves defective in materials or workmanship within (5) years, it shall be repaired or replaced at Max-Atlas's option, free of charge. Max-Atlas makes no warranty as to parts, accessories or other products manufactured by others, or specified by the Purchaser, or utilized as the result of Purchaser's requirements. The Manufacturer will, to the extent contractually permitted, pas on to Purchaser warranties given to the Manufacturer by its suppliers of such items. The purchaser shall deliver the trailer, at his own expense, to Max-Atlas's plant or to a specified agency or place designated by MAX-ATLAS. Repair or replace ment, by Max-Atlas shall not extend the time specified in the Warranty. Max-Atlas shall have no liability under the Warranty unless Max-Atlas's Warranty Administrator, 371, Grand-Bernier North, Quebec, Canada, J3B 4S2 receives written notice of the defect within ten (10) days after the discovery of the defect.

Max-Atlas shall not be liable under this Warranty if damages to the trailer were the result of an accident, the product was subjected to abuse, alteration, misuse or extraordinary usages of any kind, including but not limited to (I) operation at speeds exceeding the applicable posted speed limit (including recommended speeds on curves); (II) loading the trailer beyond the rated loads estblished by Federal, Provincial, or local laws, statutes, ordinances or regulations, (III) loading a trailer in excess of the gross vehicle eight rating (GVWR) as posted on the vehicle identification plate attached to the trailer at the factory, (IV) loading a trailer so that any axle weight exceeds the gross axle weight rating (GAWR) listed on the vehicle identification plate or, (V) if the trailer or any part of the trailer was improperly used, stored, installed, maintained, repaired or operated. All decisions regarding repair or replacement of the trailer, or any part thereof, must be made by Max-Atlas to fulfil all of the Warranty obligations of Max-Atlas.

- 3. Max-Atlas makes no warranty whatsoever regarding components, accessories, parts or equipment, including replacements manufactured or supplied by others, including but not limited to tires, axles, suspension, wheel hubs, rims, brake lining gear, etc. Max-Atlas shall provide copies of applicable components, accessories, parts and equipment warranties upon request.
- 4. Max-Atlas MAKES NO WARRANTY WHATSOEVER REGARDING components which are subject to normal wear and tear and which would normally have to be replaced periodically during the warranty period. Such components include, but are not limited to tires, light bulbs, paint, brake linings, brake drums, air hoses, airlines and exposed electrical wiring.
- 5. Max-Atlas MAKES NO WARRANTY WHATSOEVER AS TO any equipment covered by this warranty which has been repaired or altered by anyone other than Max-Atlas or one of its authorized service representatives, unless in Max-Atlas's opinion such repairs were not the cause of, or contributed to the cause of the reported defect.
- 6. Max-Atlas and the Purchaser agree that Max-Atlas shall have no liability for any cargo loss, loss of use, or for any other incidental or consequential damages, including personal injury, arising out of any incident(s) involving the use or utilization of the product covered under this warranty.
- 7. This warranty is agreed to by the parties to be in lieu of all other warranties, expressed or implied and of all other obligations and liabilities on Max-Atlas's part, and Max-Atlas neither assumes, nor authorizes any person to assume for it any other liability in connection with the sale, alteration, repair, replacement of the product(s) covered by this warranty.
- 8. This warranty is not transferable. If any provision in this warranty is found to be unenforceable or void as against public policy all the remaining provisions shall remain in full force or effect.

BUYER ACCEPTANCE AND TRAILER REGISTRATION

I have read the above warranty, understand it and agree to the terms.

Purchaser:		Date:	
Mailing address:		City:	
Prov.:	Postal/Zip Code:	Tel.: ()	
Name of dealer:		Trailer serial number:	